

1  
2 BILL NO. S-75-08- 41

3 SPECIAL ORDINANCE NO. S- 169-75.

4 AN ORDINANCE approving contracts for work  
5 on Fire Station # 7

6  
7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
8 WAYNE, INDIANA:

9 SECTION 1. That the contract between the City of Fort Wayne, by  
10 and through its Mayor and the Board of Public Works and the following:

11 The Huguenard Corporation  
12 General Construction Work on Firehouse # 7 \$120,983.00

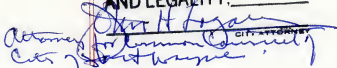
13 Havel Bros., Inc.  
14 Electrical Work on Firehouse # 7 \$ 11,991.00

15 D.V.T., Inc.  
16 Plumbing and Sewerage Work, Heating  
17 Ventilating and Air Conditioning Work  
18 on Firehouse # 7 \$ 22,800.00

19 for a total cost of \$155,774.00, all as more particularly set forth in said contracts  
20 which are on file in the Office of the Board of Public Works and is by reference  
21 incorporated herein, made a part hereof and is hereby in all things ratified, con-  
22 firmed and approved.

23 SECTION 2. This Ordinance shall be in full force and effect from  
24 and after its passage and approval by the Mayor.

25   
26 Councilman

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APPROVED AS TO FORM  
AND LEGALITY, \_\_\_\_\_  
  
City Attorney

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 8-26-75

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.  
Passed (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>				
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
KRAUS	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS				<u>A</u>	
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 9-9-75

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (Resolution) No. 169-75 on the 9th day of September, 1975.

ATTEST:

(SEAL)

Charles W. Westerman  
CITY CLERK

James Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of September, 1975, at the hour of 10:00 o'clock \_\_\_\_\_ M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 11th day of September, 1975, at the hour of 3:00 o'clock P M., E.S.T.

John H. Lusk  
MAYOR

Bill No. S-75-08-41

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving contracts for work on Fire Station # 7

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance DO PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

William Hinga

John Huckols

Donald J. Schmidt

*Winfield C. Moses, Jr.*  
*Eugene Kraus, Jr.*  
*William T. Hinga*  
*John Huckols*  
*D. Schmidt*

DATE 9-9-75 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE  
board of public works

August 6, 1975

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Pursuant to Council approval for acquisition of property for proposed new Fire Station #7 (S-109-75), the Board has received bids for construction. Contracts have been awarded as follows:

General Construction	Huguenard Corp.	\$120,983.00
Electrical	Havel Brothers	11,991.00
Mechanical (Plumbing, Heating, Ventilating, Air Conditioning)	DVT, Inc.	22,800.00

A target date of November 1, 1975 has been established for completion. Property closing should be completed within one week. Contractors are ready to commence construction.

The Board, therefore, requests a "Prior Approval". Contracts will be submitted for formal approval as soon as processed.

Very truly yours,

BOARD OF PUBLIC WORKS

*Carl E. O'Neal*

Carl E. O'Neal, Member

CEO:bt

cc: Mayor

Attachment: Tabulation

APPROVED:

*Wm. J. R.* *Eugene Krashinsky* *Samuel Talarico*  
*Vivian G. Schmidt* *Paul R. Brown* *O. D. Schmidt*  
*James S. Thor* *William T. King*

MEMBERS OF THE COMMON COUNCIL

ATTEST:

*Chuck W. Westerman*  
City Clerk

AN EQUAL OPPORTUNITY EMPLOYER

BIDDERS - MECHANICAL	Check List				BASE PROPOSAL	Unit Prices			VOLUNTARY ALTERNATES
	Bid Form 96	Bid Form 96A	Bid Security	Addenda 1 & 2					
DVT Inc.	✓	✓	✓	✓	22,800.00				
A. Hattersley	✓	✓	✓	✓	27,484.00				
Pearson, Inc.					25,000.00				Plumbing & Sewerage 17,262 HVAC 7,926
E.A. Reim	✓	✓	✓	✓	23,990.00				
Architect's Estimate					\$29,014.				

BIDDERS - ELECTRICAL	Check List				BASE PROPOSAL	Unit Prices			VOLUNTARY ALTERNATES
	Bid Form 96	Bid Form 96A.	Bid Security	Addenda 1 & 2					
Dix-Kelly	✓	✓	✓	✓	13,688. <sup>00</sup>				
Havel Bros.	✓	✓	✓	✓	11,991. <sup>00</sup>				
Schmidt Elec.	✓	✓	✓	✓	13,409. <sup>00</sup>				
Shambaugh & Sons	✓	✓	✓	✓	14,546. <sup>00</sup>				
Architect's Estimate					\$13,562.				

BIDDERS - GENERAL CONTRACTORS	Check List				BASE PROPOSAL	Unit Prices			VOLUNTARY ALTERNATES
	Bid Form 96	Bid Form 96A	Bid Security	Addenda 1 & 2					
Civilian Const.	✓	✓	✓	✓	139,570. <sup>00</sup>				
Hawk Const.	✓	✓	✓	✓	128,980. <sup>00</sup>				
Huguenard Corp.	✓	✓	✓	✓	120,983. <sup>00</sup>				
Kinder Const.	✓	✓	✓	✓	131,131. <sup>00</sup>				
Silkworth Const.	✓	✓	✓	✓	136,800. <sup>00</sup>				
Wermuth	✓	✓	✓	✓	137,000. <sup>00</sup>				
Architect's Estimate					\$ 117,125.				w/ special foundations

62-215-15 8/4/75

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

## Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a  
**STIPULATED SUM**

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH  
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

### AGREEMENT

made this fourth (4th) day of August in the year of Nineteen  
Hundred and Seventy-Five (1975)

**BETWEEN the Owner:** City of Fort Wayne  
Fort Wayne, Indiana

**and the Contractor:** D.V.T., Inc.  
5425 Industrial Rd.  
Fort Wayne, Indiana

**the Project:** Firehouse #7  
Corner Spring and Lindenwood Avenue  
Ft. Wayne, Indiana

**the Architect:** Archonics Corporation  
4009 East State Blvd.  
Fort Wayne, Indiana

The Owner and the Contractor agree as set forth below.



## ARTICLE 1

### THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

## ARTICLE 2

### THE WORK

The Contractor shall perform all the Work required by the Contract Documents for  
*(Here insert the caption descriptive of the Work as used on other Contract Documents.)*

Plumbing and Sewerage Work

Heating, Ventilating and Air Conditioning Work

on Firehouse #7.

## ARTICLE 3

### TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced      within seven (7) calendar  
days  
and completed      within one hundred fifty (150) calendar days.  
*(Here insert any special provisions for liquidated damages relating to failure to complete on time.)*

ARTICLE 4  
CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of

*(State here the lump sum amount, unit prices, or both, as desired.)*

Twenty-Two Thousand Eight Hundred and no/100 Dollars (\$22,800.00).

ARTICLE 5  
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the First (1st) day of each month See below per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and See below per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the one (1) days prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five (95) per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

*(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)*

Schedule of Progress Payments

<u>Labor, materials, equipment and materials, suitably stored</u>	<u>Proportion of Progress Payment Eligible toward Contract Sum</u>
First Fifty Percent (50%) of Contract Amount -----	Ninety (90) Percent
Balance of Contract Amount -----	One Hundred (100) Percent

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

## ARTICLE 6

### FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor Thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

## ARTICLE 7

### MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)

1. This Agreement
2. Conditions of the Contract
  - a. Advertisement for Bids
  - b. Instructions to bidders (AIA Document A701, Jan., 1974 Edition)
  - c. Supplemental Instructions to Bidders
  - d. General Conditions (AIA Document A201, April 1970 Edition)
  - e. Supplementary Conditions
3. Specifications
  - a. Division 1 and 15.
  - b. Division 2 thru 11 and Division 16 as this work specifically appears
4. Drawings
  - a. Title Page
  - b. Survey
  - c. Pages 1 thru 9
  - d. Page U-1
  - e. Pages P-1 thru P-3
  - f. Pages H-1 thru H-2
  - g. Pages E-1 thru E-3
5. Addendum #1 dated July 16, 1975
6. Addendum #2 dated July 23, 1975

This Contract shall become valid and in full force and effect only upon acceptance and passage by the City Council. Notification of City Council action shall be presented by the Board of Public Works through the Architect to the Contractor.

This Agreement executed the day and year first written above.

City of Fort Wayne  
OWNER Fort Wayne, Indiana

Dr. Jerry B. Bower

Carl E. O'Neal

Betty Lou Nault

CONTRACTOR D.V.T., Inc.

Gerald Dehner - Pres.

# UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland  
(A Stock Company)

## PERFORMANCE BOND

Approved by The American Institute of Architects  
A. I. A. Document No. A-311 (February 1970 Edition)

BOND NUMBER.....

### KNOW ALL MEN BY THESE PRESENTS:

That D.V.T., Inc.  
Fort Wayne, Indiana as Principal,  
hereinafter called Contractor, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws  
of the State of Maryland, Baltimore, Maryland, as Surety, hereinafter called Surety, are held and firmly bound unto .....  
City of Fort Wayne

as Collage, hereinafter called Owner, in the amount of Twenty-Two Thousand, Eight Hundred &  
00/100 Dollars (\$ 22,800.00),  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated August 4, 1975 entered into a contract with Owner for  
Heating, ventilating, air conditioning, plumbing and sewerage for  
Fire Station #7, Fort Wayne, In.

in accordance with drawings and specifications prepared by .....  
(here insert full name, title and address)  
....., which contract is by reference made a part  
hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform  
said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations  
thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the low-  
est responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder,  
arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a  
succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of  
completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable  
hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall  
mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by  
Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the  
Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or  
the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 4 day of August 19 75

D. V. T., INC.

In the presence of:

YASTE, ZENT & RYCH INC.  
Authorized Agents  
BY: Arthur J. Funch (Witness)

By Donald Decker (Seal)  
Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY

By James J. Gille (Seal)  
Attorney-in-fact

# UNITED STATES FIDELITY AND GUARANTEE COMPANY

Baltimore, Maryland

(A Stock Company)

## LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects

A. I. A. Document No. A-311 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

BOND NUMBER

That D.V.T., Inc.

Fort Wayne, Indiana as Principal, hereinafter called Principal, and UNITED STATES FIDELITY AND GUARANTEE COMPANY, a corporation organized and existing under the laws of the State of Maryland, Baltimore, Maryland as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Twenty-Two Thousand, Eight Hundred & 00/100 Dollars (\$ 22,800.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated August 4 1975, entered into a contract with Owner for Plumbing, heating, ventilating, air conditioning and sewerage for Fire Station #1, Fort Wayne, Ind.

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
  - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - (b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

4

day of

August

19 75

D. V. T., INC.

By

UNITED STATES FIDELITY AND GUARANTEE COMPANY

By

Attorney-in-fact

(Seal)  
Principal

(Seal)

YASTE, BENT & RYAN, INC.

Authorized Agents

BY:

This bond is issued simultaneously with performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract.

COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

**Lane I. Grile**

of **Fort Wayne, Indiana**, authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have herunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on -

(Date) August 4, 1975

  
Assistant Secretary.

CERTIFIED COPY

# GENERAL POWER OF ATTORNEY

No. 83680

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Grile

of the City of Port Wayne, State of Indiana,  
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Grile

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 19th day of April, A. D. 19 73

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By James A. Mappus Vice-President.

(SEAL) (Signed) John H. Aitken Assistant Secretary.

STATE OF MARYLAND,  
BALTIMORE CITY.

On this 19th day of April, A. D. 19 73 before me personally came James A. Mappus, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John H. Aitken, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said James A. Mappus and John H. Aitken were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19 73.

(SEAL) (Signed) Herbert J. Aull Notary Public.

STATE OF MARYLAND  
BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 19th day of April, A. D. 19 73

(SEAL) (Signed) Robert H. Bouse Clerk of the Superior Court of Baltimore City.



# CERTIFICATE OF INSURANCE

This is to certify that the policies listed in this Certificate have been issued to the Named Insured by the Company designated below. This Certificate does not amend, extend or otherwise alter the terms, conditions or exclusions of such policies.

Issued To (Name and Address)

CITY OF FORT WAYNE,  
CITY-COUNTY BUILDING,  
1 EAST MAIN STREET,  
FT. WAYNE, IND. 46802

Named Insured and Address:

D. V. T., INC.

5425 INDUSTRIAL ROAD, FORT WAYNE, INDIANA.

46825

Policy Number	Policy Term	Type of Insurance	Limits of Liability		
			Bodily Injury	Statutory	Property Damage
3900 087123	5/11/75-76	Workmen's Compensation	\$ X	\$ ,000 Each Person	
3900 087123	5/11/75-76	Employers' Liability	\$ 100,000	\$ ,000 Each Accident	
			\$ ,000	Medical - Each Person	
MP-4233	5/11/75-76	Comprehensive Automobile Liability	\$ 500,000	\$ ,000 Each Person	
			\$ 1,000,000	\$ ,000 Each Occurrence	\$ 500,000
MP-4235	5/11/75-76	Comprehensive General Liability	\$ 1,000,000	\$ ,000 Each Occurrence	\$ 200,000
				Aggregate Operations	\$ 200,000
				Aggregate Protective	\$ 200,000
		<input checked="" type="checkbox"/> Including Blanket Contractual Liability	\$ 1,000,000	Aggregate Completed Operations and Products	\$ 200,000
		Manufacturers' and Contractors' Liability	\$ ,000	Each Occurrence	\$ ,000
				Aggregate	\$ ,000
		Owners', Landlords' and Tenants' Liability	\$ ,000	Each Occurrence	\$ ,000
				Aggregate	\$ ,000
		Completed Operations and Products Liability	\$ ,000	Each Occurrence	\$ ,000
			\$ ,000	Aggregate	\$ ,000
		Contractual Liability	\$ ,000	Each Occurrence	\$ ,000
				Aggregate	\$ ,000
		Comprehensive Excess Indemnity	\$ ,000	Each Occurrence	Combined Personal Injury and Property Damage
			\$ ,000	Aggregate	

(18A also required on W. Compensation)

Description and limiting of operations and automobiles covered:

ANY AND ALL OPERATIONS OF THE NAMED INSURED.

RE: JOB AT FIRE STATION # 7, FT. WAYNE, IND.

The Company designated below will ~~renew or extend~~ notify the holder of this Certificate of any material change in or cancellation of these policies, by ten days written notice

☒ UNITED STATES FIDELITY AND GUARANTY COMPANY

☐ FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Date 8/8/75

By Arthur C. Zurich  
YASTE, ZENT & RYE, INC.  
201 W. Wayne St., Fort Wayne, Indiana.



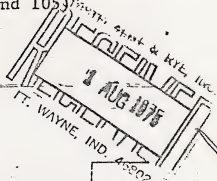
# Industrial Board of Indiana

## CERTIFICATE OF EMPLOYER'S COMPLIANCE WITH THE INDIANA WORKMEN'S COMPENSATION AND OCCUPATIONAL DISEASE ACTS

(This document replaces Forms 19 and 105)

RE: Job at Fire Station # 7, Ft. Wayne, Ind.  
City of Ft. Wayne, Ind.

D.V.T., INC.  
5425S. Industrial Rd.  
Fort Wayne, Indiana



TERM	INSURANCE CARRIER	POLICY #	CANC.
5-11-73 to 74	U.S. F. & G.	J 83770	
5-11-75		3900-087123	

*Arthur C. Zent*  
YASTE, ZENT & RYE, INC.  
agents

(Replaces 19 and 105)

When this document is properly endorsed by the original validation stamp of the Indiana Industrial Board, it certifies that the foregoing employer has complied with the provisions of §§5, 68 and 69 of the Indiana Workmen's Compensation Act and §27 of the Indiana Workmen's Occupational Disease Act by insuring its liability under said Acts with a policy of insurance issued by the company, bearing the policy number, and effective on the date indicated. This policy will expire one year from the effective date.

INDUSTRIAL BOARD OF INDIANA

*Robert W. Mc Nevin*  
ROBERT W. MC NEVIN, CHAIRMAN

ATTEST:

*John A. Rader*  
JOHN A. RADER, SECRETARY

VALID  
30-1-75  
INDIANA INDUSTRIAL BOARD  
CERTIFICATE OF COVERAGE

62-215-14 8/4/75

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

## Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a  
**STIPULATED SUM**

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH  
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

### AGREEMENT

made this Fourth (4th) day of August in the year of Nineteen  
Hundred and Seventy-Five (1975)

BETWEEN the Owner: City of Fort Wayne  
Fort Wayne, Indiana

and the Contractor: The Huguenard Corporation  
4410 Executive Boulevard  
Fort Wayne, Indiana

the Project: Firehouse #7  
Corner Spring and Linwood Avenue  
Fort Wayne, Indiana

the Architect: Archonics Corporation  
4009 East State Boulevard  
Fort Wayne, Indiana 46805

The Owner and the Contractor agree as set forth below.

## ARTICLE 1

### THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

## ARTICLE 2

### THE WORK

The Contractor shall perform all the Work required by the Contract Documents for  
*(Here insert the caption descriptive of the Work as used on other Contract Documents.)*

General Construction Work on Firehouse #7

## ARTICLE 3

### TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced within seven (7)  
calendar days  
and completed within one hundred fifty (150) calendar days.

*(Here insert any special provisions for liquidated damages relating to failure to complete on time.)*

#### ARTICLE 4

##### CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of

One hundred Twenty Thousand, Nine Hundred Eighty Three Dollars and no cents.  
(\$120,983.00)

*(State Here the lump sum amount, unit prices, or both, as desired.)*

Unit Prices shall be as follows:

Excavation and removal of material from site

Added.....\$3.75 cu. yd.

Deducted..\$3.15 cu. yd.

Fill and Compaction

Added.....\$8.25 cu. yd.

Deducted..\$6.75 cu. yd.

#### ARTICLE 5

##### PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the First (1st) day of each month See below per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and See below per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the one (1) days prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five (95) per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

*(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)*

##### Schedule of Progress Payments

Labor materials, equipment and materials, suitably stored

Proportion of Progress Payment Eligible toward Contract Sum

First Fifty Percent (50%) of

Contract Amount ----- Ninety (90) Percent

Balance of Contract Amount ----- One Hundred (100) Percent

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

## ARTICLE 6

### FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor Thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

## ARTICLE 7

### MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

*(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)*

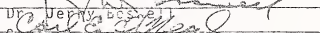
1. This Agreement
2. Conditions of the Contract
  - a. Advertisement for Bids
  - b. Instructions to bidders (AIA Document A701, Jan., 1974 Edition)
  - c. Supplemental Instructions to Bidders
  - d. General Conditions (AIA Document A201, April 1970 Edition)
  - e. Supplementary Conditions
3. Specifications
  - a. Title Page
  - b. Survey
  - c. Pages 1 thru 9
  - d. Page U-1
  - e. Pages P-1 thru P-3
  - f. Pages H-1 thru H-2
  - g. Pages E-1 thru E-3
5. Addendum #1 dated July 16, 1975
6. Addendum #2 dated July 23, 1975.

This Contract shall become valid and in full force and effect only upon acceptance and passage by the City Council. Notification of City Council action shall be presented by the Board of Public Works through the Architect to the Contractor.

This Agreement executed the day and year first written above.

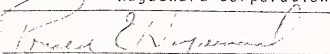
City of Fort Wayne  
OWNER Fort Wayne, Indiana

  
Dr. Jerry Boswell

  
Carl E. O'Neil

  
Betty Lou Rault

CONTRACTOR Huguenard Corporation

  
Ronald E. Huguenard - Pres.

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

## Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that **The Huguenard Corporation,**  
(Here insert full name and address or legal title of Contractor)

**4410 Executive Blvd., Fort Wayne, Indiana 46808**

as Principal, hereinafter called Contractor, and, **Fidelity and Deposit Company of Maryland,**  
(Here insert full name and address or legal title of Surety)  
**Baltimore, Maryland**

as Surety, hereinafter called Surety, are held and firmly bound unto **Board of Public Works,**  
(Here insert full name and address or legal title of Owner)

**City of Fort Wayne**

as Obligee, hereinafter called Owner, in the amount of **One Hundred Twenty Thousand Nine Hundred**

**Eighty Three Dollars and no/cents**

**Dollars (\$ 120,983.00 ),**

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, **The Huguenard Corporation**

Contractor has by written agreement dated **August 5,** **1975**, entered into a contract with Owner for  
**Construction of Fire Station # 7, at corner of Spring & Lindenwood, Fort Wayne, Indiana**

in accordance with Drawings and Specifications prepared by **Archonics Corporation, 4009 E. State**  
(Here insert full name and address or legal title of Architect)  
**Boulevard, Fort Wayne, Indiana**

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that **The Huguenard Corporation,**  
(here insert full name and address or legal title of Contractor)

**4410 Executive Blvd., Fort Wayne, Indiana 46808**

as Principal, hereinafter called Principal, and **Fidelity and Deposit Company of Maryland,**  
(here insert full name and address or legal title of Surety)  
**Baltimore, Maryland**

as Surety, hereinafter called Surety, are held and firmly bound unto **Board of Public Works,**  
(here insert full name and address or legal title of Owner)

**City of Fort Wayne**

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

**One Hundred Twenty Thousand Nine Hundred**  
**Eighty Three Dollars and no cents** (here insert amount in full or at least one-half of the contract price) **Dollars 120,983.00** ),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS **The Huguenard Corporation**

Principal has by written agreement dated **August 5, 1975**, entered into a contract with Owner for

**Construction of Fire Station # 7, at corner of Spring & Lindenwood, Fort Wayne, Indiana**

in accordance with Drawings and Specifications prepared by **Archonics Corporation, 4009 E. State**  
(here insert full name and address of Registered Professional Architect)  
**Boulevard, Fort Wayne, Indiana**

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this

5th

day of

August

19 75

*James B. Spencer*  
Witness

The Huguenard Corporation

*[Signature]* (Principal) (Seal)  
*[Signature]* (Title)

*Virginia A. Fox*  
Witness

Fidelity and Deposit Company of Maryland

(Surety) (Seal)  
*Weldon B. Painter*  
Attorney-in-fact (Title)



NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant may sue on this bond for the use of such claimant; prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

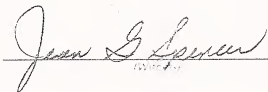
Signed and sealed this

5th

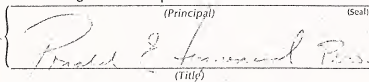
day of

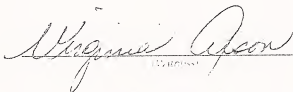
August

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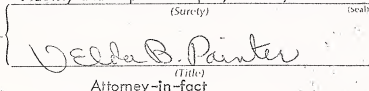
  
(Witness)

The Huguenard Corporation

  
(Principal) (Seal)  
(Title)

  
(Witness)

Fidelity and Deposit Company of Maryland

  
(Surety) (Seal)  
(Title)  
Attorney-in-fact

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by JOHN C. GARDNER, Vice-President, and C. M. PECOT, JR., Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Velda B. Thompson, Walter E. Boose and Paula W. Schneider, all of Fort Wayne, Indiana, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., et al, dated January 7, 1974.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of February, A.D. 1974.

ATTEST: FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
(SIGNED) C. M. PECOT, JR. By JOHN C. GARDNER  
(SEAL) Assistant Secretary Vice-President

STATE OF MARYLAND } ss:  
CITY OF BALTIMORE

On this 22nd day of February, A.D. 1974, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself do swear and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(SIGNED) MELINDA T. HAHS  
(SEAL) Notary Public Commission Expires July 1, 1974

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 5th day of August, 1975

*C. M. Pecot, Jr.*  
Assistant Secretary

# COMMERCIAL UNION ASSURANCE COMPANIES

BOSTON, MASSACHUSETTS

American Employers Insurance Company

(Name of Insurance Company)

Date **August 5, 1975**

## CERTIFICATE OF INSURANCE

This is to certify that the Company named above has issued a policy or policies, covering in accordance with the terms thereof, to the insured named below. It is the intention of the Company that in the event of cancellation of the policy or policies by the Company during the periods of coverage as stated herein, 10 days written notice of such cancellation will be mailed to the party to whom this Certificate is issued, at the address stated below. This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy or policies issued by the Company as indicated above.

Name And Address Of Party To Whom This Certificate is Issued <b>Board of Public Works City of Fort Wayne Fort Wayne, Indiana</b>	Name And Address Of Insured <b>The Huguenard Corporation 4410 Executive Blvd. Fort Wayne, Indiana 46808</b>
---	--

Description of Motor Vehicle or Operations of Insured: **All Operations of the Insured -Project: Fire Station # 7**

Place of Garaging or Location of Operations or Premises: **Indiana**

TYPE OF POLICY	POLICY NUMBER	POLICY PERIOD		LIMITS OF LIABILITY
		EFFECTIVE	EXPIRATION	
STANDARD WORKMEN'S COMPENSATION	<input checked="" type="checkbox"/> AIG449845	6-1-75	6-1-76	STATUTORY
EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/>			\$ Coverage \$ 100,000

<b>GENERAL LIABILITY</b>				
<b>BODILY INJURY</b>				
Premises Operations	<input checked="" type="checkbox"/> AID741151	6-1-75	6-1-76	\$ <del>XXXXXX</del>
Elevators	<input checked="" type="checkbox"/>			
Independent Contractors	<input checked="" type="checkbox"/>			\$ 500,000 Each Occurrence
Products	<input checked="" type="checkbox"/>			\$ 500,000 { Aggregate Products
Completed Operations	<input checked="" type="checkbox"/>			{ Aggregate Comp. Operations
Contractual	<input checked="" type="checkbox"/>			
<b>PROPERTY DAMAGE</b>				
Premises Operations	<input checked="" type="checkbox"/> AID741151	6-1-75	6-1-76	\$ 100,000 Each Occurrence
Elevators	<input checked="" type="checkbox"/>			\$ 100,000 Aggregate Oper.
Independent Contractors	<input checked="" type="checkbox"/>			\$ 100,000 Aggregate Protective
Products	<input checked="" type="checkbox"/>			\$ 100,000 { Aggregate Products
Completed Operations	<input checked="" type="checkbox"/>			{ Aggregate Comp. Operations
Contractual	<input checked="" type="checkbox"/>			\$ 100,000 Aggregate Contractual

<b>AUTOMOBILE LIABILITY</b>				
<b>BODILY INJURY</b>				
Owned Automobiles	<input checked="" type="checkbox"/> AID741151	6-1-75	6-1-76	\$ 250,000 Each Person
Hired Automobiles	<input checked="" type="checkbox"/>			
Non-owned Automobiles	<input checked="" type="checkbox"/>			\$ 500,000 Each Occurrence**
<b>PROPERTY DAMAGE</b>				
Owned Automobiles	<input checked="" type="checkbox"/> AID741151	6-1-75	6-1-76	\$ 100,000 Each Occurrence**
Hired Automobiles	<input checked="" type="checkbox"/>			
Non-owned Automobiles	<input checked="" type="checkbox"/>			
Commercial Excess Liability.....	<input checked="" type="checkbox"/> C18367001	3-24-75	6-1-76	\$2,000,000 ea. occurrence

This Certificate of Insurance is not valid unless it is countersigned by a duly authorized representative of the Company.

\* Absence of an "X" in these spaces means that insurance is not afforded with respect to the coverages or hazards opposite thereto.

\*\* The word "accident" is substituted for the word "occurrence" when policy form G4303 is indicated in the "POLICY NUMBER" column.

† If more than one kind of insurance is written on one policy, the policy number need not be repeated.

*Donald L. Coffey*  
LUPKE-RICE ASSOCIATES (Attorney)

ORIGINAL

62-215-16  
8/14/75

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

## Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a  
**STIPULATED SUM**

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH  
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

### AGREEMENT

made this fourth (4th) day of August in the year of Nineteen  
Hundred and Seventy-Five (1975)

BETWEEN the Owner: City of Fort Wayne  
Fort Wayne, Indiana

and the Contractor: Havel Bros., Inc.  
4711 Speedway Drive  
Fort Wayne, Indiana

the Project: Firehouse #7  
Corner Spring and Lindenwood Avenue  
Fort Wayne, Indiana

the Architect: Archonics Corporation  
4009 East State Blvd.  
Fort Wayne, Indiana 46805

The Owner and the Contractor agree as set forth below.

## ARTICLE 1

### THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

## ARTICLE 2

### THE WORK

The Contractor shall perform all the Work required by the Contract Documents for  
*(Here insert the caption descriptive of the Work as used on other Contract Documents.)*

Electrical Work on Firehouse #7

## ARTICLE 3

### TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced within seven (7) calendar days  
and completed within one hundred fifty (150) calendar days.

*(Here insert any special provisions or indicated damages relating to failure to complete on time.)*

#### ARTICLE 4

##### CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of

**Eleven Thousand Nine Hundred Ninety-One Dollars and no/100. (\$11,991.00)**

*(State here the lump sum amount, unit prices, or both as desired.)*

#### ARTICLE 5

##### PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the First (1st) day of each month See below per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and See below per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the one (1) day prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five (95) per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

*(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)*

##### Schedule of Progress Payments

Labor, materials, equipment and materials, suitably stored

Proportion of Progress Payment Eligible toward Contract Sum

First Fifty Percent (50%) of Contract Amount -----

Ninety (90) Percent

Balance of Contract Amount -----

One Hundred (100) Percent

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

## ARTICLE 6

### FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor Thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

## ARTICLE 7

### MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

*(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)*

1. This Agreement
2. Conditions of the Contract
  - a. Advertisement for Bids
  - b. Instructions to bidders (AIA Document A701, Jan., 1974 Edition)
  - c. Supplemental Instructions to Bidders
  - d. General Conditions (AIA Document A201, April 1970 Edition)
  - e. Supplementary Conditions
3. Specifications
  - a. Division 1 and Division 16
  - b. Division 2 thru Division 15 as Electrical Work may appear.
4. Drawings
  - a. Title Page
  - b. Survey
  - c. Pages 1 thru 9
  - d. Page U-1
  - e. Pages P-1 thru P-3
  - f. Pages H-1 thru H-2
  - g. Pages E-1 thru E-3
5. Addendum #1 dated July 16, 1975
6. Addendum #2 dated July 23, 1975

This Contract shall become valid and in full force and effect only upon acceptance and passage by the City Council. Notification of City Council action shall be presented by the Board of Public Works through the Architect to the Contractor.

This Agreement executed the day and year first written above.

OWNER City of Fort Wayne  
Fort Wayne, Indiana

Dr. Jerry Foster

Carline O'Rear

Betty Lou Hault

CONTRACTOR Havel Bros., Inc.

Richard R. Havel, Sec.-Treas.



RECEIVED

AUG 04 1975

ARCHONICS CORPORATION  
FORT WAYNE, INDIANA



FIREMAN'S  
FUND  
AMERICAN  
INSURANCE COMPANIES

FIREMAN'S FUND INSURANCE COMPANY  
THE AMERICAN INSURANCE COMPANY  
NATIONAL SURETY CORPORATION  
ASSOCIATED INDEMNITY CORPORATION  
AMERICAN AUTOMOBILE INSURANCE COMPANY  
HOME OFFICE: SAN FRANCISCO, CALIFORNIA

BOND No. \_\_\_\_\_

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we Havel Bros., Inc.  
Fort Wayne, Indiana (hereinafter called "Principal"),  
as Principal, and The American Insurance Company, a Corporation organized and existing under the laws  
of the State of New Jersey and authorized to transact business in the State of Indiana (hereinafter called  
"Surety"), as Surety, are held and firmly bound unto City of Fort Wayne, Board of Public Works,  
Fort Wayne, Indiana (hereinafter called "Obligee"),  
in the penal sum of Eleven Thousand, Nine Hundred Ninety-One and 00/100 DOLLARS,

good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our  
heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

SEEMED with our seals and dated this 4 day of August 19 75.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above named Obligee, dated the  
4 day of August 19 75 covering  
Work at Firehouse #7, Fort Wayne, In.

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein,

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Principal shall well and  
truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the  
said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and  
reimburse to the above named Obligee all loss and damage which said Obligee may sustain by reason of failure or default on the  
part of said Principal, then this obligation to be void; otherwise, to be and remain in full force and effect.

PROVIDED, however, that this bond is executed by the Surety upon the express condition that no right of action shall accrue upon or  
by reason hereof to or for the use or benefit of any one other than the Obligee named herein; and the obligation of the Surety is and  
shall be construed strictly as one of suretyship only.

WITNESSES:

HAVEL BROS., INC.

BY: [Signature]

THE AMERICAN INSURANCE COMPANY

Surety

YASTE, ZENT & RYE, INC.  
Authorized Agents

By [Signature]

Attorney-in-Fact

YASTE, ZENT & RYE, INC.



# THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its Home Office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Josephine E. Stackhouse, Leonard Shirley, Lane I. Grile, David J. Steffen and Helen Pyles, all of Fort Wayne, Indiana - EACH

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof,

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of THE AMERICAN INSURANCE COMPANY adopted on the 7th day of May, 1963, and now in full force and effect.

Article VIII, Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment.

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 28th day of September, 1965, and that said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by assent, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 18th day of July, 19 74.



STATE OF ILLINOIS,  
COUNTY OF COOK

THE AMERICAN INSURANCE COMPANY  
By James H. Wells  
JAMES H. WELLS, Vice President

} ss.

On this 18th day of July, 19 74, before me personally came JAMES H. WELLS, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



Mary A. Giudice

MARY A. GIUDICE, Notary Public  
My commission expires October 2, 1977

## CERTIFICATE

STATE OF ILLINOIS,  
COUNTY OF COOK

} ss.

I, the undersigned, Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed in the County of Cook, Dated the 4 day of August, 19 75.



Joseph C. Neirink  
JOSEPH C. NEIRINK, Assistant Secretary



**FIREMAN'S FUND INSURANCE COMPANIES**  
HOME OFFICE: SAN FRANCISCO, CALIFORNIA

**LABOR & MATERIAL PAYMENT BOND**

NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH ANOTHER BOND IN FAVOR OF THE OWNER CONDITIONED FOR THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS:

That Havel Bros., Inc., Fort Wayne, Indiana

(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and The American Insurance Company

a N.J. Corporation, as Surety, hereinafter called Surety, are held and firmly bound unto  
City of Fort Wayne, Board of Public Works,

(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of  
Eleven Thousand, Nine Hundred Ninety-One and 00/100----- Dollars (\$ 11,991.00 ),

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated August 4, 1975

entered into a contract with Owner for Work at Firehouse #7, Fort Wayne, In.

in accordance with drawings and specifications prepared by \_\_\_\_\_

(Here insert full name and title)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinabove defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses in any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
- (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- (b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 4 day of August

A.D. 19 75

IN THE PRESENCE OF:

HAVEL BROS., INC.

BY: [Signature]

(Principal)

(Seal)

(Title)

THE AMERICAN INSURANCE COMPANY

(Seal)

BY: YASTE, ZENT & RYE, INC.

By [Signature]

Attorney-in-Fact

360085-3-65

## THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its Home Office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Josephine E. Stackhouse, Leonard Shirley, Lane I. Grile, David J. Steffen and Helen Pyles, all of Fort Wayne, Indiana - EACH

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof,

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of THE AMERICAN INSURANCE COMPANY adopted on the 7th day of May, 1933, and now in full force and effect.

Article VIII, Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment.

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 28th day of September, 1966, and that said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating therein, by facsimile and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 18th day of July, 19 74.



STATE OF ILLINOIS,  
COUNTY OF COOK

} ss.

On this 18th day of July, 19 74, before me personally came JAMES H. WELLS, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described, in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



THE AMERICAN INSURANCE COMPANY  
By James H. Wells  
JAMES H. WELLS, Vice President

### CERTIFICATE

STATE OF ILLINOIS,  
COUNTY OF COOK

} ss.

I, the undersigned, Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed in the County of Cook, Dated the 4 day of August, 19 75.



Joseph C. Neirnick  
JOSEPH C. NEIRNICK, Assistant Secretary

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

*S 75-08-21* ✓

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contracts with Huguenard Corporation in amount of \$120,983.00, Havel Brothers in amount of \$11,991.00 and DVT, Inc. in amount of \$22,800.00 for work on Fire Station #7.

SEE "PRIOR APPROVAL" AND BID TABULATION ATTACHED

EFFECT OF PASSAGE Construction, Electrical & Mechanical work will be accomplished on approved project.

EFFECT OF NON-PASSAGE See Prior Approval

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Cost to City - \$155,774.00

ASSIGNED TO COMMITTEE Bd of Wks